



**Carlos Jackson**  
Executive Director

## **COMMUNITY DEVELOPMENT COMMISSION**

### **County of Los Angeles**

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**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

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July 29, 2003

Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**CONTRACT WITH BARON CENTER, INC. TO DEVELOP A CRISIS ACTION PLAN  
PROGRAM AND PROVIDE RELATED TRAINING FOR EMPLOYEES OF THE  
COMMUNITY DEVELOPMENT COMMISSION  
(3 Vote)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the award of a one-year contract between the Community Development Commission and Baron Center, Inc., to develop and implement a Crisis Action Plan Program (CAPP) and provide related training for Commission employees.
2. Authorize the Executive Director to execute the contract, to be effective on the date of Board approval; and to use for this purpose \$81,747 included in the Commission's approved 2003-2004 Fiscal Year budget.
3. Authorize the Executive Director to execute contract amendments to extend the time of performance for a maximum of 12 months and to revise the scope of services to complete implementation of the CAPP, following approval as to form by County Counsel; and to use for this purpose a maximum of \$8,175, from the source of funds described above.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to enter into a one-year contract with Baron Center, Inc. to develop a CAPP and to provide related training for Commission employees.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. The contract will be funded with \$81,747 included in the Commission's approved 2003-2004 Fiscal Year budget. A 10 percent contingency, in the amount of \$8,175, is also being set aside for additional services that may be required to implement the program, using the same source of funds.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Commission employees provide services within a variety of settings, including offices, private homes, construction sites and other locations. For this reason, the Commission wishes to establish a crisis management program to provide training and information to employees on how to prevent and/or respond to threatening situations that may occur during the course of employment.

As part of the Commission's efforts to develop an effective crisis management program, in July 2001, the CAPP Advisory Committee was created to explore existing and future safety and security issues. This group of 17 Commission employees has worked to define the basic goals and objectives of the program, including the desired qualifications of a consultant to help further refine objectives and to oversee implementation of the program. Although procedures currently exist to address safety from risk management and emergency preparedness perspectives, the new program will focus more specifically on personal safety in the workplace, especially for employees who work in the field and are exposed to greater risk.

Under the proposed contract, Baron Center, Inc., will assess the Commission's security needs by meeting with the CAPP Advisory Committee to review current policies and related information. The firm will also conduct employee surveys, focus groups, and on-site security assessments of selected Commission buildings, offices and housing developments. Baron Center, Inc. staff will then prepare a written report, meet with the CAPP Advisory Committee to discuss its findings, and draft the CAPP Procedures Manual and training curriculum for committee review.

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In addition, Baron Center, Inc. staff will finalize the curriculum and training schedule, conduct CAPP training for all Commission employees, review training evaluation results with the CAPP Advisory Committee, prepare the training curriculum and video for Commission employees to learn to conduct future training, and propose ongoing training and/or technical assistance.

Should Baron Center, Inc. require additional or replacement personnel during the term of the contract, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the minimum qualifications for the open positions. Baron Center, Inc. will contact the County's GAIN Division for a list of participants by job category.

The contract has been approved as to form by County Counsel and executed by Baron Center, Inc.

**CONTRACTING PROCESS:**

During the week of October 14, 2002, a Request for Proposals (RFP) process was initiated to identify a firm to develop the CAPP and provide technical assistance to Commission employees. RFP announcements were mailed to 82 firms identified from the Commission's list of management consulting firms, and advertisements appeared in seven newspapers. An announcement was also posted on the County Web Site. On November 5, 2002, six firms attended a pre-proposal conference.

On November 20, 2002, four proposals were received in response to the RFP. The proposals were evaluated by a panel of three Commission staff, and Baron Center, Inc., was determined best qualified based on the RFP criteria. The Summary of Outreach Activities is provided as Attachment A.

**IMPACT ON CURRENT PROGRAM:**

The proposed contract with Baron Center, Inc. will enable Commission employees to respond more effectively to crisis situations that arise in the offices and communities in which they work.

Respectfully submitted,

CARLOS JACKSON  
Executive Director

CJ:mv

Attachments: 2

## ATTACHMENT A

### Summary of Outreach Activities

#### CRISIS ACTION PLAN PROGRAM

During the week of October 14, 2002, the following outreach was initiated to identify a firm to develop a Crisis Action Plan Program and provide related training for Community Development Commission employees working in a variety of settings that may put employees at risk of physical harm.

##### A. Newspaper Advertising

Announcements appeared in seven local newspapers, four of which are minority publications.

Los Angeles Times	La Opinion
The Wave Publications Group	L. A. Sentinel
The Long Beach Press Telegram	International Daily News
	Eastern Group Publishing

An announcement was also posted on the County Web Site.

##### B. Distribution of Proposal Packets

The Commission's list of management consultant services firms was used to mail the Request for Proposals (RFP) to 82 firms. Eight firms identified themselves as owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses in which 51 percent of the stock is held by minorities or women). Sixteen packages were requested and distributed.

##### C. Pre-Proposal Conference

A pre-proposal conference was conducted on November 5, 2002. Six firms attended the conference.

##### D. Proposal Results

Four proposals were received on November 20, 2002 as follows:

Baron Center, Inc.  
Kroll, Inc.  
Pinkerton Consulting  
STG, Inc.

A three-person panel of Commission staff reviewed and ranked the proposals according to the RFP criteria. The scoring criteria included categories such as

experience, capacity, performance history and cost. The proposal submitted by Baron Center, Inc. was determined to be the most responsive.

E. Minority/Women Participation – Selected Firm

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Baron Center, Inc.	Non-minority	Total: 7 1 Minority 4 Women 14% Minorities 57% Women

F. Minority/Women Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Kroll, Inc.	Non-minority	Declined to provide Information
Pinkerton Consulting	Non-minority	Total: 50 5 Minorities 10 Women 10% Minorities 20% Women
STG, Inc.	Minority	Total: 1,086 353 Minorities 426 Women 33% Minority 39% Women

The Community Development Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

**CONTRACT TO  
DEVELOP A CRISIS ACTION PLAN PROGRAM (CAPP) AND  
PROVIDE RELATED TRAINING**

THIS CONTRACT is made and entered into this \_\_\_\_ day of July, 2003, by and between the Community Development Commission of the County of Los Angeles, hereinafter called the "CDC" or "Commission", and Baron Center, Inc., a California corporation hereinafter called the "Consultant".

**RECITAL**

1. **Purpose**

Consultant is in the business of workplace violence prevention and intervention. On November 20, 2002, in response to the CDC's Request for Proposals, Consultant submitted a proposal to furnish the hereinafter described services to the CDC.

**TERM AND CONDITIONS**

2. **Term**

This Contract shall commence as of the day and year first above written and shall remain in full force and effect until July \_\_\_\_\_, 2004, unless sooner terminated as provided herein.

A performance review will be conducted no later than 90 days prior to the end of the first year of the Contract to evaluate the performance of the Consultant.

3. **Consultant Responsibilities**

Consultant agrees to perform in a professional manner, to the satisfaction of the CDC's Director of Housing Management, all the tasks described in the Scope of Services for Developing a Crisis Action Plan Program (CAPP) and providing related professional training as described in Exhibit "A". All materials and equipment furnished for the performance of said tasks and the manner of performing the tasks shall comply in all particulars with the Scope of Services, the Request for Proposals, the Specifications, and the Consultant's Proposal, including Proposal Exhibits and insurance certifications, which are incorporated herein by reference as though fully set forth. Consultant hereby accepts such responsibility as described herein, and agrees to acquire and present all relevant state and local insurance, training and licensing documentation and other documentation required by this Contract.

4. Quality Assurance Plan

The ongoing assessment and monitoring of this Contract is the responsibility of the CDC's Executive Director, or his designee. The CDC will continually evaluate the Consultant's performance under this Contract. Such evaluation will include assessing the Consultant's compliance with all the Contract terms and performance standards. Consultant deficiencies, which the CDC determines are severe or continuing, and that may place performance of the Contract in jeopardy if not corrected, will be reported to the CDC's Board of Commissioners. The report will include improvement/corrective action measures taken by the CDC and Consultant. If improvement does not occur consistent with the corrective measure, the CDC may terminate this Contract, pursuant to Paragraphs 13 or 14, or seek other remedies as specified in this Contract.

5. Compensation

The Consultant will submit to the CDC, a CDC-approved invoice for services rendered on a monthly schedule, and the CDC will pay the Consultant within thirty days of receipt and approval of the invoice. Invoices will be approved in accordance with the hourly rates shown in the Project Budget, Exhibit "B", incorporated herein by reference. The total amount of compensation under this contract, including all authorized travel and expenses computed according to current CDC travel policies, will not exceed eighty one thousand seven hundred forty seven dollars (\$81,747.00).

The Consultant shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses incurred in or incidental to performance hereunder, except as specified herein. Consultant shall not change any of the personnel assigned to these tasks and services, as shown in Exhibit "B", without the written approval of the Director of Housing Management. Assumption or takeover of any of the Consultant's duties, responsibilities, or obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Commission's express prior written approval.

Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Contract. Should Consultant receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Contract.

6. Conditions for Prompt Payment

The following conditions must be met to fulfill the Contract and ensure prompt payment:

Monthly invoices shall be accompanied by a detailed description of the work completed for the invoice period. This description shall be prepared in a format satisfactory to the Commission.

The Consultant shall be paid only for the services and related travel expenses approved in writing by the Commission.

Consultant will submit by the 5<sup>th</sup> day of each month a CDC-approved invoice for services rendered for the previous month's scheduled work to:

Community Development Commission  
County of Los Angeles  
Housing Management Division / CSU  
2 Coral Circle, Monterey Park, CA 91755  
Attn: Zarik Jelkian

7. Source and Appropriation of Funds

The CDC's obligations are payable only and solely from funds appropriated through the U. S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract, all funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The CDC will endeavor to notify the Consultant in writing within ten days of receipt of a non-appropriation notice.

8. Proposal Submitted the Sole Basis for Compensation

Other than the Proposal submitted by the Consultant, no estimate of cost furnished by either of the parties shall be used to determine the compensation for any work to be performed pursuant to this Contract.

9. No Other Compensation Allowed

Consultant shall not, nor shall it permit any agent, employee or sub-consultant employed by it to request, demand or accept, either directly or indirectly, any other compensation or gratuity from any person, firm or corporation for services required to be performed hereunder.



10. Gratuities

The CDC may, by written notice to the Consultant, terminate the right of the Consultant to proceed under this Contract upon one (1) calendar day's notice if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Consultant, or any agent or representative of the Consultant, to any officer or employee of the CDC, with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract, provided that the existence of the facts upon which the Executive Director makes such findings may be reviewed in any court of competent jurisdiction. In the event of such termination, the CDC shall be entitled to pursue the same remedies against the Consultant as they could pursue in the event of default by the Consultant.

11. Insurance

Consultant shall procure and maintain at Consultant's expense for the duration of this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, its agents, representatives, employees or sub-consultants:

- a. COMPREHENSIVE GENERAL LIABILITY insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence	\$1,000,000

- b. AUTOMOBILE LIABILITY insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1,000,000 for each incident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- c. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident:	\$1,000,000
Disease-policy limit:	\$1,000,000
Disease-each employee	\$1,000,000

Each insurance policy shall name as additional insureds the CDC, the Housing Authority of the County of Los Angeles ("Authority" or "Housing Authority"), the County of Los Angeles ("County"), and their duly elected or appointed officials, employees, representatives and agents.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Executive Director or designee.

Any self-insurance program and self-insured retention must be separately approved by the CDC.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the CDC.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A:VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the CDC.

All coverages for sub-consultants shall be subject to the requirements stated herein and shall be maintained at no expense to the CDC.

Consultant shall furnish the CDC with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Executive Director or designee.

12. Failure to Maintain Insurance

Failure on the part of the Consultant to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the CDC may immediately terminate this Contract.

13. Termination for Convenience

The CDC reserves the right to cancel this Contract for any reason at all upon 30 days prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event compensation if any, shall be adjusted in such termination.

14. Termination for Cause

This Contract may be terminated by the CDC upon written notice to the Consultant for cause (failure to perform satisfactorily any of the Contract terms, conditions, and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- a. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or to properly carry out the provisions of the Contract in their true intent and meaning. In such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for satisfactory compliance with this Contract within the time specified in such notices, the CDC shall have the power to suspend the operations of the Consultant in whole or in part.
- b. All complaints shall be resolved as soon as possible after notification, but in all cases within 24 hours, to the satisfaction of the Executive Director of the CDC. If any complaint is not resolved within 24 hours, the Executive Director of the CDC may, after reasonable attempt to notify the Consultant, cause such action to be taken by the CDC and shall charge the cost thereof against the Consultant, or may deduct any such cost from any amount due to the Consultant from the CDC.
- c. Noncompliance with Deficiency Notices: Should the Consultant fail within five days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three days by the Consultant: then notice of deficiency thereof in writing will be served upon him/her by the Executive Director of the CDC. Should the Consultant fail to comply with the terms of said Contract within five days, upon receipt of said written notice of deficiency, the Executive Director of the CDC shall have the power to suspend or terminate the operations of the Consultant in whole or in part.
- d. Termination for Improper Consideration: The CDC may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Contract if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any CDC officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Consultant's performance pursuant to the Contract. In the event of such termination, the CDC shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

The Consultant shall immediately report any attempt by any CDC officer or employee to solicit such improper consideration. The report shall be made either to the CDC's Executive Director or his designee.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- e. In the event that a petition of bankruptcy shall be filed by or against the Consultant this Contract may be terminated.

If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the CDC shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the CDC become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. Independent Contractor

This Contract does not, is not intended, nor shall it be construed to create the relationship of agent, employee or joint venture between the CDC and the Consultant.

16. Employees of Consultant

**Workers' Compensation:** Consultant understands and agrees that all persons furnishing services to the CDC pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Consultant. Consultant shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the CDC under this Contract. Consultant shall ensure that each and every sub-consultant of Consultant has a similar Workers' Compensation policy as that described herein above. In the alternative, Consultant shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the CDC under this Contract.

**Professional Conduct:** The CDC does not and will not condone any acts, gestures, comments or conduct from the Consultant's employees, agents or sub-

consultants which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The CDC will properly investigate all charges of harassment by residents, employees or agents of the CDC against any and all Consultant employees, agents or sub-consultants providing services for the CDC. The Consultant assumes all liability for the actions of the Consultant's employees, agents or sub-consultants and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

17. Safety Standards and Accident Prevention

The Consultant shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

18. Drug-Free Workplace Act of the State of California

Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

19. Indemnification

Consultant shall indemnify, defend and hold harmless the CDC, the Authority, the County, and their elected or appointed officers, employees, representatives, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Contract.

20. Successor and Assignment

This Contract may not be assigned by the Consultant except with prior written consent of the Executive Director of the CDC, or his designee. However, the CDC reserves the right to assign this Contract to another public agency without the consent of the Consultant.

21. Subcontracting

The Consultant **shall not** subcontract any part of work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the CDC.

22. Compliance with Laws

The Consultant agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 Code of Federal Regulations (CFR) Part 85; the Copeland "Anti-Kickback" Act Requirements, 29 CFR Part 3.

The Consultant must acquire and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Consultant shall comply with the following laws and ordinances in Paragraphs 23 through 36 below:

23. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each sub-consultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, which is incorporated herein by reference

24. Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Consultant shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

25. Section 109 of the Housing and Community Development Act of 1974

Consultant shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

26. Executive Order 11246 and 11375, Equal Opportunity in Employment (Non-discrimination in Employment by Government Contractors and Subcontractors)

Consultant shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment which requires that during the performance of this Contract, the Consultant will not discriminate against any employee or applicant

for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CDC and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Consultant's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each sub-consultant or vendor. The Consultant will take such actions with respect to any subcontract or purchase order as the CDC may direct as a means of enforcing such provisions including sanctions for noncompliance, provided

however, that in the event the Consultant becomes involved in, or is threatened with litigation with a sub-consultant or vendor as a result of such direction by the CDC, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

27. Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, denied the benefits of, or be subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified handicapped individual.

28. GAIN

Should Consultant require additional or replacement personnel after the effective date of this Contract, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Consultant's minimum qualifications for the open position. The Consultant shall contact the County's GAIN Division at (626) 927-5354 for a list of GAIN participants by job category.

29. Lobbyist Ordinance

Consultant and each lobbyist or lobbyist firm retained by the Consultant, and all persons acting on behalf of the Consultant, shall fully comply with the Los Angeles County Code Chapter 2.160.

Failure on the part of the Consultant, any lobbyist or lobbyist firm, or persons acting on behalf of the Consultant to fully comply with the County Lobbyist requirements shall constitute a material breach of this Contract upon which the CDC may immediately terminate this Contract.

30. Federal Lobbyist Requirements

The Consultant is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of Federal Regulations (CFR) Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.



The Consultant must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or sub-consultants acting on behalf of the Consultant will comply with the Lobbyist Requirements.

Failure on the part of the Consultant or persons/ sub-consultants acting on behalf of the Contract to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

31. Consultant's Warranty of Adherence to CDC's Child Support Compliance Program

The Consultant acknowledges that the CDC has established a goal of ensuring that all individuals who benefit financially from the CDC through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the Los Angeles County and its taxpayers.

Without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, the Consultant warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

32. Termination For Breach of Warranty to Maintain Compliance with CDC's Child Support Compliance Program

Failure of the Consultant to maintain compliance with the requirements set forth in Paragraph 31 "Consultant's Warranty of Adherence to CDC's Child Support Compliance Program" shall constitute a default by the Consultant under this Contract. Without limiting the rights and remedies available to the CDC, under any other provision of this Contract, failure to cure such default within ninety days of notice by the Los Angeles County Child Support Services Department ("CSSD") shall be grounds upon which the Board of Commissioners may terminate this Contract pursuant to Paragraph 14, "Termination for Cause".

33. Post Most Wanted Delinquent Parents List

The Consultant acknowledges that the CDC places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Consultant understands that it is the CDC's policy to encourage CDC contractors to voluntarily post a list entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Consultant's place of business. The CSSD will supply the Consultant with the poster to be used.

34. Use of Recycled-Content Paper Products

The Consultant agrees to use recycled-content paper to the maximum extent possible in relation to its provision of services hereunder.

35. Contractor Responsibility and Debarment

- A. A responsible contractor, which shall include consultants, is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission to conduct business only with responsible contractors.
- B. The Consultant is hereby notified that if the CDC acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the CDC may, in addition to other remedies provided in this Contract, debar the Consultant from bidding on CDC contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the CDC.
- C. The CDC may debar a contractor if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the Authority, the County or the CDC, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Authority or the CDC or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Authority, the CDC, or any other public entity.
- D. If there is evidence that the Consultant may be subject to debarment, the CDC will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail

itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the CDC.

36. Contractor Employee Jury Service Program:  
Compliance With Jury Service Program

- a. Unless Consultant has demonstrated to the CDC's satisfaction either that Consultant is not a "Contractor" as defined under the Commission's Contractor Jury Service Program ("Jury Service Program") or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the CDC or a subcontract with a CDC contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more CDC contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the CDC, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the CDC under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify CDC if Consultant at any time either comes within the Jury Service Program's definition of "Contractor"

- or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The CDC may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the CDC's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for an exception to the Jury Service Program.
- d. Consultant's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, CDC may, in its sole discretion, terminate the Contract and/or bar Consultant from the award of future CDC contracts for a period of time consistent with the seriousness of the breach.

37. Access and Retention of Records

Consultant shall provide access to the CDC, the Federal Grantor agency, the Controller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts and transcriptions. The Consultant is required to retain the aforementioned records for a period of five years after the CDC pays final payment and other pending matters are closed under this Contract.

38. Conflict of Interest

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the CDC. Upon execution of this Contract and during its term, as appropriate, the Consultant shall disclose in writing to the CDC any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the CDC's interests and the interests of the third parties.

39. Confidentiality

The Consultant shall maintain strict confidentiality in accordance with all applicable State and Federal laws and the CDC's regulations and rules. The Consultant agrees to keep files and documents related to this Contract in strict confidence and agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, or to authorize or permit unauthorized access to the subject information.

40. Notice To Employees Regarding The Safely Surrendered Baby Law

Consultant shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit "C" of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

41. Consultant's Acknowledgment of Commission's Commitment To The Safely Surrendered Baby Law

The Consultant acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission's policy to encourage all Commission Consultants to voluntarily post the "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply Consultant with the poster to be used.

42. Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant. All documents become the property of the CDC and the CDC holds all rights to said data.

43. Severability

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

44. Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

45. Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

46. Notices

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The CDC:                      Community Development Commission  
   of the County of Los Angeles  
   2 Coral Circle  
   Monterey Park, CA 91755  
   Attn: Carlos Jackson, Executive Director  
   Community Development Commission

The Consultant:              Baron Center, Inc.  
   10299 Scripps Trail, #122  
   San Diego, CA 92131  
   Attn: Roberta L. Baron  
   Chief Operating Officer

Notices addressed as above provided shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The parties may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

47. Non-Exclusivity of Contract

It is expressly understood and agreed by the Consultant that this Contract is non-exclusive and that the CDC may enter into similar contracts with other parties for services of an identical nature provided herein.

48. Entire Contract

This Contract constitutes the entire understanding and agreement of the parties.

49. Warrant of Authority

The undersigned for the Consultant warrants and represents that he/she has full authority to sign this Contract on behalf of Consultant, and to bind Consultant.

SIGNATURES

IN WITNESS WHEREOF, the Consultant and the CDC have executed this Contract through their duly authorized officers.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Carlos Jackson  
Executive Director

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

BARON CENTER, INC.

By \_\_\_\_\_  
Roberta L. Baron  
Chief Operating Officer

APPROVED AS TO PROGRAM:

MARIA BADRAKHAN  
Housing Management Division

By \_\_\_\_\_  
Director

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

#### **DEVELOP A CRISIS ACTION PLAN PROGRAM (CAPP) AND PROVIDE RELATED TRAINING**

The scope of services includes, but is not limited to, the following tasks:

- ◆ Review current Commission policies and reporting systems related to crisis response, in preparation for the CAPP Advisory Committee.
- ◆ Meet with CAPP Advisory Committee to review Consultant tasks and timeline.
- ◆ Send out survey to all Commission employees via e-mail. Compile and analyze results.
- ◆ Create site survey template to be utilized during on-site security assessments. Template is to assure uniformity in information-gathering by different individuals.
- ◆ Conduct on-site security assessments of the following Commission buildings and offices, interview key employees, and compile reports.
  - a. Management Offices, Coral Circle
  - b. Management Offices, Cupania Circle
  - c. Assisted Housing Division, Santa Fe Springs
  - d. Assisted Housing Division, Lancaster
  - e. South Scattered Sites Management Office
  - f. South Scattered Sites Maintenance Office
  - g. North County Management Office
  - h. Sundance Vista Housing Development
  - i. South Whittier Community Resource Center
  - j. Nueva Maravilla / East Scattered Sites Management Office
  - k. Facilities / Central Stores / Fleet Maint. / Mail, Cesar Chavez
  - l. Harbor Hills Management Office
  - m. West County Management Office
  - n. Carmelitos Management Office
  - o. Ujima Village Management Office
- ◆ Write site survey reports.
- ◆ Prepare questionnaire and related materials for six Commission focus groups for CAPP Advisory Committee approval.
- ◆ Conduct six focus groups with Commission employees from six different job functions across divisions.
- ◆ Prepare report detailing responses from the six Commission focus groups.
- ◆ Meet with CAPP Advisory Committee to report findings from employee surveys, site security assessments, and focus groups.
- ◆ Draft CAPP procedures manual and training curriculum for CAPP Advisory Committee review, based on survey responses, site security assessments, and focus groups.



- ◆ Meet with CAPP Advisory Committee to finalize CAPP procedures manual, training curriculum and training schedule.
- ◆ Prepare CAPP procedures manual and download to a floppy disc in Microsoft Word Format.
- ◆ Conduct CAPP training for all Commission employees (approximately 700 employees).
- ◆ Prepare “Train-the-Trainer” course materials, to enable Commission employees to provide future training for new or reassigned staff.
- ◆ Prepare Intranet/video content, including meeting with production company.
- ◆ Conduct CAPP training for Train-the-Trainer personnel.
- ◆ Review training evaluation results with CAPP Advisory Committee.
- ◆ Propose ongoing training and/or technical assistance.

## **EXHIBIT "B"**

### **BUDGET**

#### **DEVELOP A CRISIS ACTION PLAN PROGRAM (CAPP) AND PROVIDE RELATED TRAINING**

##### **A. Consulting Services Fee**

<b>Name</b>	<b>Title</b>	<b>Hourly Rate</b>	<b># of Hours</b>	<b>Total</b>
Steve Albrecht	Sr. Consultant	\$250	264	\$68,000
Mike Farrow	Sr. Consultant	\$250	10	\$2,500
Craig Powell	Consultant	\$100	31.5	\$3,150
Huston Walker	Security Aid	\$50	8	\$400
Dwayne Pittman	Security Aid	\$50	7.5	\$375
Clyde Hinds	Security Aid	\$50	6	\$300
<b>Consulting Services Fees Subtotal:</b>				<b>\$74,725</b>

##### **B. Travel Expenses**

Mileage, lodging and per diem expenses for 34 round trips from San Diego to Monterey Park.

**Travel Expenses Subtotal: \$7,022**

**Grand total: \$81,747**

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*